

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT  
CASE TYPE: Personal Injury/Contract

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Elisabeth Geisenhoff,

Plaintiff,

vs.

**SUMMONS**

The Cincinnati Insurance Company,  
a foreign corporation conducting  
business in the State of Minnesota,

Defendant.

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**THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:**

1. **YOU ARE BEING SUED.** The plaintiff has started a lawsuit against you. The plaintiff's Complaint against you is attached to this Summons. Do not throw these papers away. They are official papers that affect your rights. You must respond to this lawsuit even though it may not yet be filed with the Court, and there may be no court file number on this Summons.
2. **YOU MUST REPLY WITHIN 20 DAYS TO PROTECT YOUR RIGHTS.** You must give or mail to the person who signed this Summons a **written response**, called an Answer, within 20 days of the date on which you received this Summons. You must send a copy of your Answer to the person who signed this Summons located at Katz & Manka, Ltd., 120 South Sixth Street, Suite 1240, Minneapolis, MN 55402.
3. **YOU MUST RESPOND TO EACH CLAIM.** The Answer is your written response to the plaintiff's Complaint. In your Answer, you must state whether you agree or disagree with each paragraph of the Complaint. If you believe the plaintiff should not be given everything asked for in the Complaint, you must say so in your Answer.
4. **YOU WILL LOSE YOUR CASE IF YOU DO NOT SEND A WRITTEN RESPONSE TO THE COMPLAINT TO THE PERSON WHO SIGNED THIS SUMMONS.** If you do not answer within 20 days, you will lose this case. You will not get to tell your side of the story, and the Court may decide against you and award the plaintiff everything asked for in the Complaint. If you do not want to contest the claims stated in the Complaint, you do not need to respond. A Default Judgment can then be entered against you for the relief requested in the Complaint.

5. **LEGAL ASSISTANCE.** You may wish to get legal help from a lawyer. If you do not have a lawyer, the Court Administrator may have information about places where you can get legal assistance. **Even if you cannot get legal help, you must still provide a written Answer to protect your rights, or you may lose the case.**

6. **ALTERNATIVE DISPUTE RESOLUTION.** The parties may agree to, or be ordered to participate in an alternative dispute resolution process under Rule 114 of the Minnesota General Rules of Practice. You must still send your written response to the Complaint even if you expect to use alternative means of resolving this dispute.

KATZ & MANKA, LTD.

By   
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DATED: January 17, 2018.

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT  
CASE TYPE: Personal Injury/Contract

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Elisabeth Geisenhoff,

Plaintiff,

vs.

**COMPLAINT**

The Cincinnati Insurance Company,  
a foreign corporation conducting  
business in the State of Minnesota,

Defendant.

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The plaintiff, Elisabeth Geisenhoff, states and alleges as follows for her Complaint for judgment against the defendant herein, The Cincinnati Insurance Company:

**GENERAL ALLEGATIONS**

I.

That at all times material herein, the plaintiff, Elisabeth Geisenhoff, has been a resident of the County of Hennepin, State of Minnesota.

II.

That at all times material herein, The Cincinnati Insurance Company, was a foreign corporation selling insurance policies and otherwise conducting business in the County of Hennepin and other counties throughout the State of Minnesota.

III.

That on May 20, 2016, the plaintiff, Elisabeth Geisenhoff, was a passenger in a 2014 Jeep, License Plate No. 528UVK, which said vehicle was being driven by Benjamin Vanden Wymelenberg, and was proceeding in a generally northbound direction on Highway 15, near Benton Drive, in the City of Sauk Rapids, Minnesota.

IV.

That at said time and place, a vehicle driven by Karen Schilling was also proceeding in a northbound direction, at which time Karen Schilling did negligently, carelessly, and recklessly operate her said motor vehicle in such a fashion as to cause it to strike a metal object on the roadway, causing said metal object to be thrown through the windshield of the vehicle in which the plaintiff, Elisabeth Geisenhoff, was a passenger, resulting in severe personal injuries to the plaintiff as set forth below.

V.

That as a consequence of the above-described incident, the plaintiff, Elisabeth Geisenhoff, sustained severe personal injuries that have resulted in permanent injuries, scarring, disfigurement, and other residual disabilities, including permanent brain damage, satisfying the threshold requirements set forth in Minn. Stat. § 65B.51, subd. 3; as a result, she has in the past and will in the future incur medical and hospital expenses for the care and treatment of her injuries; as a result, she has in the past and will in the future incur a loss of earnings and a permanent diminution of her earning capacity; and as a further result, she has in the past and will in the future suffer physical and mental pain, scarring, suffering, inconvenience, and aggravation in an amount set forth herein.

VI.

That as a result of the above-described incident, the plaintiff, Elisabeth Geisenhoff, has been damaged and injured far in excess of the limits of liability insurance carried by Karen Schilling under a policy of insurance with Horace Mann Insurance Company, with \$100,000.00 limits of liability, which policy was in effect on behalf of Karen Schilling at the time of the incident on May 20, 2016.

VII.

That as a result of the injuries she sustained, the plaintiff, Elisabeth Geisenhoff, has been injured, as set forth above, all to her damage in a sum greatly in excess of \$50,000.00.

**COUNT ONE**

VIII

The plaintiff herein incorporates by reference all of the paragraphs contained above.

IX.

That on May 20, 2016, and at all times material herein there was in full force and effect a certain policy of insurance, specified as Policy No. 03EPP0145985, which was issued by the defendant, The Cincinnati Insurance Company, insuring the said 2014 Jeep motor vehicle being driven by Benjamin Vanden Wymelenberg, which said policy also insured Workbench Studios, LLC, Woodchuck Products, LLC, and Woodchuckcase, among others, at the time of this incident.

X.

That the policy set forth in Paragraph VIII, above, provided for underinsured motorist benefits, among other coverages, to the plaintiff herein.

XI.

That on behalf of Karen Schilling, her insurer, Horace Mann Insurance Company, has previously tendered an offer that was accepted within the limits of their policy and, furthermore, the defendant, The Cincinnati Insurance Company, has not chosen to substitute its draft for that of the draft from Horace Mann Insurance Company, pursuant to the procedures set forth in *Schmidt v. Clothier*, and, therefore, Horace Mann Insurance Company has settled on behalf of Karen Schilling with the plaintiff herein.

XII.

That the injuries suffered by the plaintiff herein are far in excess of the monies previously received by the plaintiff from the tortfeasor and the tortfeasor's insurer, and, therefore, the plaintiff is entitled to compensation pursuant to the underinsured motorist endorsement in the contract of insurance referenced above for her damages in a sum far in excess of \$50,000.00.

WHEREFORE, plaintiff, Elisabeth Geisenhoff, prays for judgment against the defendant in an amount greatly in excess of \$50,000.00, together with her costs, disbursements, and prejudgment interest incurred herein.

KATZ & MANKA, LTD.

By 

Gary L. Manka #67180

Attorneys for Plaintiff

120 South Sixth Street, Suite 1240

Minneapolis, MN 55402

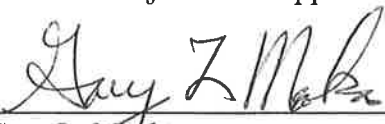
Telephone: 612-333-1671

Email: gmanka@katzmanka.com

DATED: January 15, 2018.

ACKNOWLEDGMENT

The undersigned hereby acknowledges that Minn. Stat. § 549.211 applies to this pleading.

  
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Gary L. Manka

DATED: January 15, 2018.